

**Cascade County**  
**Special Commission Meeting**  
**October 2, 2020 @ 1:30 p.m.**  
**Courthouse Annex**  
**Via Zoom**

*Please note the Agenda order is tentative and subject to change by the Board without prior notice.  
Therefore, members of the public are encouraged to be in attendance at the time the meeting is scheduled to begin.  
Public comment during public participation is limited to a maximum seven (7) minutes.*

***Call to Order***

***Chairman James L. Larson***

***Pledge of Allegiance***

**1. Motion to Approve or Disapprove:**

**Resolution 20-58:**

A Resolution Rescinding Stage 1 Fire Restrictions in Cascade County.  
Effective Immediately

**2. Motion to Approve or Disapprove:**

**Contract 20-157:**

Cooperative Agreement between the City County Health Department (CCHD) and  
Alluvion Health. Effective: October 2, 2020 - December 31, 2020.

**3. Motion to Approve or Disapprove:**

**Contract 20-158:**

Agreement between the CCHD and Great Falls Public School District.  
Appointment of Deputy Public Health Officials for the Limited Purpose of COVID-19  
Contact Identification, Notification, and Quarantine.

**4. Motion to Approve or Disapprove:**

**Board Appointment:**

**Mental Health Advisory Council**

Applicant: Susie McIntyre

**Category: Family Member of Consumer**

(Fill seat vacated by Jane Wilson)

**5. Public comment on any public matter that is not on the meeting agenda, and that is  
within the Commissioners' jurisdiction. (MCA 2-3-103)**

**6. Adjournment.**

October 2, 2020

Resolution 20-58

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:** Rescission of Cascade County Stage One Fire Restrictions

**INITIATED BY:** Cascade County Disaster & Emergency Services

**ACTION REQUESTED:** Approval of Resolution 20-58

**PRESENTED BY:** Brad Call, Director of Emergency Management

---

**SYNOPSIS:**

With the onset of fall weather, the extreme weather and fire conditions necessitating the imposition of Stage One Fire Restrictions have abated. Consequently, it is the consensus of fourteen (14) of the Cascade County Rural Fire Chiefs that the restrictions be rescinded.

**EFFECTIVE:** Immediately.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners approve Resolution 20-58 and rescind the Stage One Fire Restrictions in Cascade County.

**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO APPROVE:**

Mr. Chairman, I move the Cascade County Commissioners **APPROVE** Resolution 20-58 rescinding Stage One Fire Restrictions in Cascade County.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move the Cascade County Commissioners **DISAPPROVE** Resolution 20-58 rescinding Stage One Fire Restrictions in Cascade County.



## Board of Cascade County Commissioners

---

### A Resolution Rescinding Stage I Fire Restrictions in Cascade County Effective Immediately

**Whereas**, drought conditions coupled with weeks of unseasonably high temperatures and low relative humidity in Cascade County created exceptionally flammable fuels at both lower and upper elevations; and

**Whereas**, extreme fire conditions and potential lightening had resulted in many man-made as well as naturally-caused fires throughout the county with the potential to overburden already taxed volunteer fire crews; and

**Whereas**, the Cascade County Fire Warden, Sheriff's Department and Rural Volunteer Fire Council Chairman have recommended Stage I Fire Restrictions be imposed throughout Cascade County; and

**Whereas**, the Board of Cascade County Commissioners concurred with the need for fire restrictions to reduce the possibility of man-caused fires; and

**Whereas**, pursuant to MCA § 7-33-2205, the Board of Cascade County Commissioners passed Resolution 20-49 implementing Stage One Fire Restrictions effective as of noon August 21, 2020; and

**Whereas**, the drought conditions, high temperatures and low relative humidity in Cascade County have abated with the onset of fall; and

**Whereas**, the extreme fire conditions which necessitated the issuance of Stage 1 Fire Restrictions have diminished; and

**Whereas**, based upon an informal poll of the Rural Fire Chiefs which was conducted on August 28, 2020, fourteen (14) Rural Fire Chiefs and/or their representatives supported the removal of Stage 1 Fire Restrictions in Cascade County, Montana; and

**Therefore, be it resolved**, the Board of Cascade County Commissioners declares and orders the Stage I Fire Restrictions issued on August 21, 2020, rescinded in its entirety, effective immediately.

Dated the 2nd day of October, 2020

Board of County Commissioners  
Cascade County, Montana

---

James L. Larson, Chairman

---

Jane Weber, Commissioner

---

Joe Briggs, Commissioner

ATTEST:

---

Rina Moore  
Cascade County, Clerk and Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

---

DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



**COOPERATION AGREEMENT**

THIS AGREEMENT is made and entered into effective upon signing by both parties, by and between CASCADE COUNTY, a political subdivision of the State of Montana, for the City-County Health Department, ("CCHD") and COMMUNITY HEALTH CARE CENTER, Inc., a nonprofit organization doing business as ALLUVION HEALTH, with its principal office at 601 1<sup>st</sup> Avenue North, Great Falls, Montana ("Alluvion").

**RECITALS:**

**WHEREAS**, the CCHD mission is to prevent disease and illness and promote healthy choices and deliver quality health care, and

**WHEREAS**, Alluvion's mission is to create and inspire healthier lives; and

**WHEREAS**, CCHD and Alluvion are established healthcare providers in Cascade County and provide quality health care to the County population; and

**WHEREAS**, Montana Governor Steve Bullock issued an executive order on Thursday, March 12, 2020, declaring a state of emergency to exist within the state of Montana related to COVID-19, commonly referred to as coronavirus; and

**WHEREAS**, the Montana Department of Public Health and Human Services (DPHHS), local health departments, health and medical departments and local jurisdictions have activated response plans and protocols to test, investigate and monitor coronavirus in Montana; and

**WHEREAS**, it is the desire of the parties to coordinate CCHD facilities and staff with Alluvion staff and services for a temporary collaboration of weekend support to alleviate the strain on the CCHD staff involved in testing, investigating and monitoring coronavirus cases in Cascade County for DPHHS;

**WHEREAS**, it is the expressed intention of all parties that to the extent permitted by law, they shall be allowed to enter into this Agreement.

**NOW, THEREFORE**, the parties agree:

1. Incorporation of Recitals: The Recitals set forth above are incorporated into and shall constitute a material part of this Agreement.
2. Consideration: Alluvion shall be compensated at its current hourly staff rate for each staff member providing services to CCHD hereunder. CCHD understands that the hourly rate for Alluvion staff ranges from \$14.30 - \$18.43 per hour for staff licensed as MAs; and \$18.86-\$24.92 per hour for staff licensed as LPNs. Alluvion will track the hours each of its staff is engaged with the CCHD under this Agreement and shall submit an itemized bill to CCHD on a monthly basis. Neither Alluvion nor its assigned staff are employees of County or CCHD for purposes of federal and state wage and hour laws and the similar and supplementary employment policies of County. Neither Alluvion nor its assigned staff are entitled to overtime pay under state and federal wage and hour laws, the similar and supplementary

employment policies of County or under the terms of this Agreement, nor shall Alluvion or its assigned staff be eligible for or shall accrue compensatory time in accordance with Cascade County Policy for exempt employees.

3. Service Location: Alluvion staff shall provide services on-site at the Cascade City-County Health Department (CCHD) building located at 115 4<sup>th</sup> Street South, Great Falls.
4. Term of Agreement and Hours of Service: This Agreement shall be effective upon completed execution and remain in full force and effect through December 31, 2020, unless otherwise modified as set forth in this Agreement. For purposes of this Agreement, Alluvion will provide up to four (4) staff to CCHD for up to eight (8) hours per day, seven (7) days per week pursuant to the service schedule established by County.
5. County and CCHD Policies. Contractor is subject to policies and procedures of County and all applicable CCHD Policies as well as applicable CDC recommended guidelines and the directives of the Public Health Officer. In the event of a conflict between this Agreement and County or CCHD policies, this Agreement shall govern.
6. Professional and Ethical Responsibilities. Alluvion and its staff shall at all times observe and comply with all ethical and professional standards and other affirmative obligations imposed by law or regulation, including the Standards of Conduct enumerated in Title 2, Chapter 2 of the Montana Code Annotated. Alluvion staff shall devote their time, attention, knowledge and skills solely to the interests of County and the CCHD during the service under this Agreement. Neither Alluvion nor its staff shall not at any time or in any manner divulge, disclose, or communicate to any person any confidential information gained during performance under this Agreement and shall strictly comply with all provisions of the privacy laws and rules.
7. Modification of the Terms. The terms and provisions of this Agreement shall not be modified or amended except by a written agreement signed by both parties. The parties hereto recognize and intend this Agreement to be temporary collaborative endeavor. As such either party may terminate this Agreement, without cause, upon 48 hours written notice to the other party and without penalty.
8. Equipment and Supplies: the CCHD will provide all office and medical supplies, equipment and furnishings necessary to accomplish the medical and related business operational tasks associated with this Agreement.
9. Insurance Coverages: Alluvion shall, at Alluvion's sole expense, maintain in effect at all times during the term of the Agreement, insurance coverage with limits not less than those set forth below:
  - 1) Workers' Compensation Insurance, minimum limit as defined by statute and as may be amended from time to time;
  - 2) Professional/Medical Malpractice/Errors and Omissions Insurance, minimum limit as defined by statute and as may be amended from time to time;



10. Indemnification: Each Party (the "Indemnitor") shall defend, hold harmless, and indemnify the other party and that other party's affiliates, and their owners, officers, employees, directors, and agents, and their respective successors and assigns (the "Indemnified Parties"), from and against all claims, liabilities, suits, actions, judgments, damages, consequential damages, losses, demands, obligations, deficiencies, costs and expenses, including, without limitation, attorney's fees, accountant's fees, costs of investigation, and other expenses of defending or prosecuting any actions or claims (collectively, the "Losses") made by third parties to the extent resulting from or attributable to the acts, error and/or omissions of the Indemnitor, or its employees, representatives, or agents arising out of or related to this Agreement.
11. Time of Essence: Time shall be of the essence of this Agreement and all the terms, covenants and conditions hereof shall be performed at or before the times herein set forth. Any forbearance on the part of CCHD in the enforcement of the terms and conditions of this Agreement shall in no way be construed as a waiver of default thereof or waiver of the obligatory effect of such provision.
12. Construction and Binding Effect: This Agreement shall be construed under the laws of the State of Montana. The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto, and of all of the parties hereto shall be binding upon and inure to the benefit of the respective parties and their successors and assigns.
13. Separability: If any provision of this Agreement shall be declared to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
14. Attorney Fees and Costs: In the event of any action to enforce the terms of this Agreement, the parties shall bear their own attorney fees, costs and expenses incurred.
15. Waiver: No waiver by any party of any provision of this Agreement shall be deemed to be a continuing waiver of that provision, or of any other provision hereof, or of any subsequent breach by the other party of the same or any other provision. A consent or approval to an act of the other party shall not be deemed to render unnecessary the obtaining of consent and approval for any subsequent act whether or not similar to the prior act consented to or approved.
16. Headings: The paragraph captions contained in this Agreement are for convenience only and shall not be considered as construing or interpreting any provision hereof.
17. Notice: Any notice hereunder shall be given in writing by serving the same upon the person to whom the notice is addressed either personally, by U.S. mail, or by private overnight carrier service, at the addresses set forth above, or such other address as may be furnished in writing by any party to the other. Receipt of any notice shall be the date of delivery if delivered in person or by private overnight carrier service, or, if mailed, upon the earlier of receipt or two (2) days from the date of postmark.
18. Entire Agreement: The parties acknowledge that the terms of this Agreement shall have no effect or bearing with regard to the status of their relationship vis a vis any other agreements,

# CONTRACT

20-157

understandings, or disputes of any kind or nature, which may otherwise contemporaneously exist between the parties. This Agreement constitutes the entire agreement between CCHD and Alluvion with respect to its subject matter and may only be modified, amended, or restated in writing signed by all the parties.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the day and year written below.

COMMUNITY HEALTHCARE CENTER, Inc.  
d/b/a Alluvion Health

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Trista Besich, CEO Alluvion Health

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

\_\_\_\_\_  
James L. Larson, Chairman

\_\_\_\_\_  
Jane Weber, Commissioner

\_\_\_\_\_  
Joe Briggs, Commissioner

## Attest

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

\_\_\_\_\_  
Cascade County Clerk and Recorder  
(SEAL)

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



**Agreement for Appointment of Deputy Public Health Officials  
For the Limited Purpose of COVID-19 Contact Identification, Notification, and Quarantine**

WHEREAS, Great Falls Public School District ("District") operate two high schools, one alternative education center, two middle schools, and 12 elementary schools, and other programs, educating over 10,000 students in Cascade County;

WHEREAS, Cascade County ("County") employs a County Public Health Officer ("Health Officer") who is charged with the responsibility of carrying out the purpose of the public health system, in collaboration with federal, state, and local partners;

WHEREAS, the Health Officer, pursuant to Mont. Code Ann. Section 50-2-118 shall take steps to limit contact between people in order to protect the public health from imminent threats;

WHEREAS the District and the Health Officer recognize the importance of protecting, promoting, and maintaining the health and safety of the community including the District's students and staff and together seek ways to collaborate for that purpose during the current COVID-19 pandemic;

WHEREAS, in order to fulfill her obligations under Montana law, including but not limited to those duties established in Mont. Code Ann. Section 50-2-118, the Health Officer desires the additional help and services of individuals employed by the District,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to enter into this Agreement for Appointment of Deputy Public Health Officials ("Agreement") so as to appoint certain District employees ("Deputy") to assist the Health Officer with COVID-19 contact tracing efforts as outlined hereinbelow.

The District agrees to:

- Designate certain of its employees who will be deputized as a public health official for the limited purpose of serving as liaison between the Health Officer (and/or her designee(s)) and the District;
- Receive and maintain information from the Health Officer regarding person(s) within the District known to be positive for COVID-19;
- Notify the Health Officer of any information it receives that any student or staff has tested positive for COVID-19;
- Identify the individual(s) potentially exposed to a person known by the Deputy to be positive for COVID-19. The deputies will be trained in determining who may be a "close contact" potentially exposed to COVID-19;
- Provide the Health Officer with contact information available to the District of individuals who have tested positive or who have been exposed, as requested by or identified by the Health Officer;
- Notify the staff member(s) or the parent/guardian/caretaker relative of the student(s) that they have been identified as a potential "close contact" to a person known to be positive for COVID-19 and notifying such person(s) of the obligation to be quarantined until a certain date;
- Notify the close contacts and their representatives not to discuss the case with others in any way that might compromise the privacy and security of individually identifiable health information regarding the person known to be positive for COVID-19;
- Provide the Health Officer with the names and contact information of the close contacts who

received the quarantine documents, as well as dates of quarantine.

- Be available to the Health Officer, either personally or in concert with one or more other Deputies seven days per week by telephone.

The County agrees to:

- Provide training to the Deputies regarding HIPAA and other health privacy laws and how those laws apply to the services being performed by the Deputies;
- Provide training to the Deputies as to how to ascertain who is a "close contact", how to fix the dates for quarantine, how to instruct the "close contacts" regarding their obligations, and how to fill out all necessary paperwork.

The Parties further agree as follows:

- An appointment hereunder is a part of the community response to COVID-19 and will not be applicable to any other situation unless the appointment is modified in writing by the parties hereto.
- The District agrees to provide at least one individual in each of its school buildings to serve as a Deputy. The District shall provide the Health Officer the contact information for each Deputies, including name, cell phone number and e-mail address.
- No Deputy is permanently appointed, and such appointment may be terminated in writing at any time by either party as may be deemed appropriate or necessary. In the event a Deputy's appointment is terminated the District shall provide a replacement Deputy from the terminated Deputy's school.
- In the event the school building from which a Deputy is appointed is closed as a result of COVID-19 for any period of time, the parties agree that the Deputy of such closed school building shall be relieved of duties under this Agreement until such time the school building re-opens.
- Each Deputy remains an employee of the District while performing tasks as a Deputy of Public Health but serves as a volunteer for County. Neither the Deputy nor the District shall receive any compensation or remuneration of any kind from either Cascade County or the Public Health Officer for their services under this Agreement which are deemed to be that of a volunteer.
- The parties hereto shall concurrently enter into a Business Associate Agreement (BAA) which shall, upon execution, be attached hereto as Exhibit A to this Agreement. Neither the District nor any Deputy shall use or disclose any information received under their appointment, including but not limited to individually identifiable health information about persons identified to be positive for COVID-19, for any purpose other than those defined herein.
- The parties understand and agree that they are independent entities and not partners, joint ventures, employees, representatives, or agents of the other for purposes of the services to be provided pursuant to this Agreement and further that no individual District member appointed hereunder shall be deemed to be an employee of Cascade County.
- Each party agrees to be liable for its own conduct and operations and for those of their employees. In the event that any loss or damage results from the conduct of more than one party or their employees, each party agrees to be responsible for its own proportionate share of the claimant's total damages under the laws of the State of Montana.
- This Agreement will become effective upon the signature of the parties and will remain in effect until terminated by either party as set forth herein. Either party may terminate this Agreement with



or without cause by giving five (5) days' prior written notice to the other party.

Dated this \_\_\_\_\_ day of October, 2020.

GREAT FALLS PUBLIC SCHOOLS

\_\_\_\_\_  
Tom Moore, Superintendent

CASCADE CITY-COUNTY HEALTH DEPARTMENT

\_\_\_\_\_  
Trisha Gardner, M.Ed.  
Public Health Officer

**BOARD OF COUNTY COMMISSIONERS,  
CASCADE COUNTY**

\_\_\_\_\_  
James L. Larson, Chairman

\_\_\_\_\_  
Jane Weber, Commissioner

\_\_\_\_\_  
Joe Briggs, Commissioner

ATTESTED this \_\_\_\_\_ day of October, 2020

\_\_\_\_\_  
Cascade County Clerk & Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

**EXHIBIT A****BUSINESS ASSOCIATE AGREEMENT  
REGARDING PROTECTED HEALTH INFORMATION**

This Business Associate Agreement (hereinafter referred to as BAA) is entered into by and between **Cascade County** (hereafter referred to as the Covered Entity) and Great Falls Public School District (hereafter referred to as Business Associate) because the Covered Entity and Business Associate are parties to an Agreement for Appointment of Deputy Public Health Officials (hereinafter referred to as the Agreement). This BAA sets forth the terms and conditions under which Protected Health Information (PHI) created or received by the Business Associate (GFPS) on behalf of the Covered Entity may be used or disclosed.

This BAA shall commence on effective date of the Agreement and will terminate when the underlying Agreement terminates or at such time as any PHI provided by the Covered Entity to the Business Associate or PHI created or received by the Business Associate is destroyed or returned to the Covered Entity

This BAA is entered into as part of the Covered Entity's Health Insurance Portability and Accountability Act of 1996 (HIPAA) and HI-TECH compliance procedures and efforts. (ref. (164.504(e)(2)) Updated by the Omnibus Ruling in Jan. 2013.

**DEFINITIONS:** The following terms shall have the meaning ascribed to them in this section. Other capitalized terms shall have the meaning ascribed to them in the context in which they appear.

Now, therefore, CHCC and Business Associate agree as follows:

- a. BAA shall refer to this document.
- b. Business Associate shall mean Great Falls Public School District.
- c. Covered Entity shall mean Cascade County and the City County Health Department (CCHD).
- d. HHS Privacy Rule and references to the Rule shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164.
- e. Individual shall mean the person (client/patient) who is the subject of the Public Health Information, as designated in 45 C.F.R. 164.501.
- f. Protected Health Information (PHI) shall mean any individually identifiable health information provided and/or made available by CCHD to a business associate, and has the same meaning as the term "protected health information" as defined by 45 C.F.R. 164.501.
- g. Parties shall mean BUSINESS ASSOCIATE and COVERED ENTITY.
- h. Secretary shall mean the Secretary of the Dept. of Health & Human Services (HHS) and any other employee of HHS to whom the authority involved has been delegated.

**Obligations of Business Partner**

**1. Permitted Uses and Disclosures of Health Information:** Business Associate shall use and disclose PHI solely as necessary to perform its services or as required by law, provided that such use or disclosure are permitted under state and federal confidentiality laws. Business Associate shall not use or disclose PHI for any other purpose, except that if necessary, Business Associate may use PHI for the



proper management and administration of Business Associate and to carry out its legal responsibilities. (ref. (164.504(e)(4)(i)(A-B) & (e)(4)(ii) & (e)(2)(ii)(A)) Business Associate also understands that inappropriate use or disclosure of PHI can result in penalties and fines as per the HITECH Security Rule and its January 2013 Omnibus amendments.

**2. Adequate Safeguards for Health Information:** Business Associate warrants that it shall implement and maintain the security and privacy of all PHI in a manner consistent with state and federal laws and regulations, including the HIPAA and all other applicable law. (ref. (164.504(e)(2)(ii)(A-B))

**3. Mitigation:** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement. (ref. (164.530(f))

**4. Reporting Non-Permitted Use or Disclosure:** Business Associate shall report to the Covered Entity any unauthorized use or disclosure of PHI not provided for by the Agreement of which it becomes aware. The initial report shall be made by a written report to the Covered Entity's Privacy Officer, no later than two (2) days from the date the Business Associate becomes aware of the non-permitted use or disclosure. (ref. (164.504(e)(2)(ii)(C)) Business Associate understands that it is subject to all potential litigation, fines and penalties associated with unauthorized use or disclosure. Business Associate shall document & date all actions taken in event of such incidents and subsequently follow HIPPA Privacy Rule & HITECH Security & Breach Rule provisions regarding unauthorized disclosures.

**5. Availability of Internal Practices, Books and Records to Government Agencies:** Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of PHI available to the Covered Entity. On behalf of the Covered Entity, this information will also be made available to the Secretary of the United States Department of Health and Human Services, for purposes of determining the Covered Entity's compliance with HIPAA. (ref. 164.504(e)(2)(ii)(H))

**6. Access to and Amendment of Disclosures of Health Information: Within 30 days of a request by Covered Entity,** Business Associate agrees to amend, pursuant to a request by the Covered Entity, any PHI maintained, created, or received by Business Associate on behalf of the Covered Entity. As directed by the Covered Entity. (ref. (164.504(e)(2)(ii)(F, as it refers to 164.526))

**7. Accounting of Disclosures:** Upon the Covered Entity's request, Business Associate shall provide an accounting of each disclosure of PHI made by Business Associate or its employees, agents, representatives or subcontractors as required by HIPAA. Any accounting provided by the Business Associate shall include (a) the date of the disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the disclosure. Business Associate shall track and securely maintain the information for six (6) years from the date of the disclosure. (ref. (164.504(e)(2)(ii)(G) as it refers to 164.528)

**8. Term and Termination:** Either party may terminate this BAA with or without cause by giving thirty (30) days' prior written notice to the other party.

**9. Disposition of Health Information Upon Termination or Expiration:** Upon termination or expiration of this Agreement, Business Associate shall return or destroy all PHI received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity and that



Business Associate maintains in any form, and shall retain no copies of such information. If the parties mutually agree that return or destruction of PHI is not feasible, Business Associate shall continue to maintain the security and privacy of PHI in a manner consistent with the obligations of this BAA and as required by applicable law, and shall limit further use of the information to those purposes that make the return or destruction of the information infeasible. The duties hereunder to maintain the security and privacy of PHI shall survive the discontinuance of this Agreement. (ref. (164.504(e)(2)(ii)(I))

**10. No Third Party Beneficiaries:** There shall be no third party beneficiaries to this Agreement.

**11. Use of Subcontractors and Agents:** Business Associate shall require each of its agents and subcontractors that receive PHI from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement. (ref. 164.504(e)(2)(i) (B) & (ii)(D))

**12. Indemnification:** Each party agrees to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this BAA or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulations, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. The parties' obligation to indemnify any indemnified party shall survive the expiration or termination of this BAA for any reason.

**13. Amendment to Comply with Law:** The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Privacy Regulations and other applicable laws, relating to the security or confidentiality of PHI, like the HITECH Security Rule and its January 2013 amendments. The parties understand and agree that the Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the Covered Entity's request, Business Associate agrees to promptly enter into negotiations with the Covered Entity concerning the terms of any amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws. The Covered Entity may terminate this BAA upon thirty (30) days written notice in the event (a) Business Associate does not promptly enter into negotiations to amend this BAA when requested by the Covered Entity or (b) Business Associate does not enter into an amendment to this BAA providing assurances regarding the safeguarding of PHI that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA.

**14. Property Rights:** The PHI shall be and remain the property of CCHD/CHCC. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified PHI, as a result of this Agreement.

**15. Grounds for Breach:** Any non-compliance by Business Associate of this BAA or the HHS Privacy Rule will automatically be considered Grounds for Breach, if the Business Associate failed to immediately take reasonable steps to notify CCHD and cure the non-compliance.

**16. Injunctive Relief:** Notwithstanding any rights or remedies provided for in this Agreement, CCHD retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

**17. Binding Nature and Assignment:** This contract shall be binding on the Parties hereto and their successors and assigns, but neither Party may assign without written consent to the other, consent shall not be unreasonably withheld.

**18. Notices:** Whenever under this Agreement, one Party is required to give notice to the other, such notice shall be deemed given if mailed by First Class United States Mail, postage pre-paid and addresses as follows:

Covered Entity:  
Cascade County  
City County Health Department  
115 4<sup>th</sup> Street S  
Great Falls, MT 59401

Business Associate:  
Great Falls Public School District  
1100 6<sup>th</sup> Ave S  
Great Falls, MT 59405

**19. Article Headings:** The Article Headings used are for reference and convenience only and shall not enter into the interpretation of this Agreement.

**20.** Business Associate shall be excused from performance under this contract for any period Business Associate is prevented from performing services pursuant hereto, in whole or in part as a result of an Act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control, and such non-performance shall not be grounds for termination.

**21. Entire Agreement:** This BAA consists of this document and constitutes the entire agreement between the Parties. There are no understandings or agreements related to this BAA which are not fully express in this BAA and no change, waiver or discharge of obligations arising under this BAA shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

**IN WITNESS WHEREOF,** the parties hereto have executed this BAA effective as of the date stated above.

GREAT FALLS PUBLIC SCHOOLS

\_\_\_\_\_  
Tom Moore, Superintendent

CASCADE CITY-COUNTY HEALTH DEPARTMENT

\_\_\_\_\_  
Trisha Gardner, M.Ed.

Public Health Officer

**BOARD OF COUNTY COMMISSIONERS,  
CASCADE COUNTY**

---

James L. Larson, Chairman

---

Jane Weber, Commissioner

---

Joe Briggs, Commissioner

ATTESTED this \_\_\_\_ day of October, 2020

---

Cascade County Clerk & Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

---

DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.